

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
STATE OF MISSOURI**

WHITEHAWK INVESTMENT	)	
COMPANY, LLC,	)	
	)	
Plaintiff,	)	Cause No: 15SL-CC03076
	)	
v.	)	Div.
	)	
HILEX POLY CO., LLC,	)	
	)	
	)	<b>INJUNCTIVE RELIEF</b>
	)	<b>REQUESTED</b>
Defendant.	)	

**PLAINTIFF WHITEHAWK INVESTMENT COMPANY, LLC’S  
VERIFIED MOTION FOR TEMPORARY RESTRAINING ORDER**

COMES NOW Plaintiff Whitehawk Investment Company, LLC (“Whitehawk” or “Plaintiff”), by and through its undersigned counsel, pursuant to Rule 92 of the Missouri Rules of Civil Procedure, and moves this Court to enter a temporary restraining order enjoining Defendant Hilex Poly, Co., LLC (“Defendant”) from disassembling, moving, transferring, or otherwise disposing of any equipment, trade fixtures, or other property located on the Property (as hereinafter defined) leased by Whitehawk to Defendant and compelling Defendant to immediately return and restore to the Property, any equipment, trade fixtures, or other property already disassembled, moved, transferred or otherwise disposed of by Defendant. In support of its Motion, Whitehawk states as follows:

1. Whitehawk restates and incorporates herein by reference the facts contained in its Verified Petition filed contemporaneously herewith.
  
2. As more fully set forth in the Verified Petition, pursuant to the parties’ valid and binding commercial lease (the “Lease Agreement”), Whitehawk agreed to lease the building and premises located at 1780 Beltway Drive, Overland, Missouri (the “Property”), to Defendant, in

exchange for Defendant's payment of rent and in consideration for additional covenants and agreements on the part of Defendant as set forth by the terms of the Lease Agreement.

3. Because Defendant is in the process of moving out of the Property, Tenant has defaulted on the Lease Agreement.

4. Defendant, as part of its moving out of the Property, is in the process of, disassembling, moving, transferring, or otherwise disposing of certain equipment or other property located on the Property, which Whitehawk either owns or has a security interest in pursuant to the terms of the Lease Agreement. Such action on the part of Defendant is in direct contravention of its obligations under the Lease Agreement and constitutes a material breach of the Lease Agreement, such breached having caused, and will continue to cause, Whitehawk to incur damages.

5. A temporary restraining order should be issued, pursuant to Rule 92 of the Missouri Rules of Civil Procedure and Missouri common law, (a) enjoining Defendant from disassembling, moving, transferring, or otherwise disposing of any equipment, trade fixtures, or other property located on the Property leased by Whitehawk to Defendant, and (b) compelling Defendant to immediately return and restore to the Property, any equipment, trade fixtures, or other property already disassembled, moved, transferred or otherwise disposed of by Defendant.

6. There is a substantial likelihood that Whitehawk will succeed at trial with respect to its claims against Defendant because Defendant is in default on its obligations under, and has materially breached the express terms of, the Lease Agreement.

7. Whitehawk will suffer irreparable harm because Whitehawk is in danger of losing the value of its collateral unless Defendant is immediately enjoined, by Order of this Court, from disassembling, moving, transferring, or otherwise disposing of the property and compelled to

immediately return and restore to the Property, any equipment, trade fixtures, or other property already disassembled, moved, transferred or otherwise disposed of by Defendant.

8. Whitehawk has no adequate remedy at law.

9. The balance of equities and harm favors Whitehawk in this matter because of the nature of the relief sought.

10. The public interest favors the granting of the temporary restraining order requested herein to protect the contractual and property rights of Whitehawk.

11. Whitehawk has requested assurances from Tenant that Tenant stop any further disassembly of equipment located on the Property which Whitehawk either owns or has a security interest in but, despite Whitehawk's requests, Tenant has not provided Whitehawk with any assurances.

12. As of September 9, 2015, Tenant continues to disassemble and prepare to move the equipment, including the loading of such equipment onto truck flatbeds to be moved from the Property. Accordingly, providing notice to Tenant of Whitehawk's request for a temporary restraining order would cause Tenant to accelerate the disassembly and moving of the equipment prior to a full hearing and, therefore, would defeat the purpose of the order.

13. Pursuant to Rule 92.02(d), Whitehawk suggests that bond in the amount of \$10,000.00 is sufficient at this time.

14. Whitehawk files herewith and incorporates herein by reference its proposed temporary restraining order.

WHEREFORE, Plaintiff Whitehawk respectfully requests that this Court enter the proposed temporary restraining order and that the Court enter such other and further relief as it deems just and proper under the circumstances.

Dated: September 9, 2015

Respectfully submitted,

**LEWIS RICE LLC**

By: /s/ Joseph J. Trad  
Joseph J. Trad, #32540  
John S. Martin, #67160  
600 Washington Avenue, Suite 2500  
St. Louis, Missouri 63101  
(314) 444-7691  
(314) 612-7691 facsimile  
[jtrad@lewisrice.com](mailto:jtrad@lewisrice.com)  
[jmartin@lewisrice.com](mailto:jmartin@lewisrice.com)

*Attorneys for Plaintiff*  
*Whitehawk Investment Company, LLC*

WHITEHAWK INVESTMENT COMPANY, LLC

By:

  
Paul Lorenzini, Managing Member

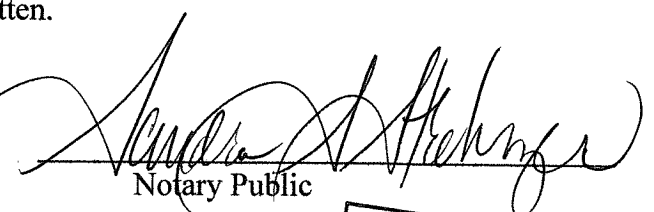
STATE OF MISSOURI )

City  
COUNTY OF ST. LOUIS )

SS.

On this 10<sup>th</sup> day of September, 2015, before me appeared Paul Lorenzini, to me personally known, who being by me duly sworn, does state that he is the Managing Member of Whitehawk Investment Company, LLC, and that the statements made in this Petition are true and correct to the best of his knowledge and belief.

WHEREFORE, I hereto set my hand and affix my official seal in the County and State aforesaid, the day and year last-above written.

  
Notary Public

MY COMMISSION EXPIRES:

May 14, 2016

